

# **EXHIBIT A**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of the Closing Date, as defined in the Purchase Agreement, by and among Atari, Inc., a Delaware corporation, Atari Interactive, Inc., a Delaware corporation, Humongous, Inc., a Delaware corporation, and California U.S. Holdings, Inc., a California corporation (collectively, the “**Assignors**”) and Stardock Systems, Inc. (“**Assignee**”). Each capitalized term used and not otherwise defined herein has the meaning given to such term in the Purchase Agreement, dated as of July 18, 2013 (the “**Purchase Agreement**”), by and among Assignors and Assignee.

WHEREAS, the Assignors hold certain right, title and interest in and to the Intellectual Property set forth in Schedule 1 attached hereto (“**Assigned Intellectual Property**”);

WHEREAS, pursuant to the Approval Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, the Assignor shall sell, convey, transfer, assign and deliver the Assigned Intellectual Property to Assignee; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the Assigned Intellectual Property, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignors hereby convey, transfer, assign and deliver (collectively, the “**Assignment**”) to Assignee all of Assignors’ right, title and interest in and to the Assigned Intellectual Property and any and all goodwill symbolized thereby (as applicable), as set forth on Schedule 1 attached hereto.

2. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee.

3. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Assignors and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

4. No Representations. The Assignors and Assignee acknowledge that, other than as expressly provided herein, neither the Assignor nor the Assignee makes any representation or warranty whatsoever, express or implied.

5. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or

to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

8. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the period from the date hereof until the date on which Assignees' Chapter 11 Case is closed or dismissed (the "**Bankruptcy Period**"), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the Southern District of New York or any state court of the State of New York. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10.01 of the Purchase Agreement shall be deemed effective service of process on such party.


10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Closing Date.

**ASSIGNORS:**

ATARI, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


ATARI INTERACTIVE, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HUMUNGOUS, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALIFORNIA U.S. HOLDINGS, INC.


By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Accepted and agreed as of the Closing Date:

**ASSIGNEE:**

STARDOCK SYSTEMS, INC.

By:   
Name: Bradley Wardell  
Title: President / CEO

**SCHEDULE 1**

See Schedule 1.01(a) of the Purchase Agreement

Schedule 1.01(a)

List of Intellectual Property

*See Attached*

None

Registered Trademark									
Company	Trademark	Territory	Application Number	Filing Date	Registration Number	Registration Date	Due Date	Class Number	Ownership Status
Atari, Inc. (2003)	STAR CONTROL	United States	75095591	APR-29-1996	2046036	MAR-18-1997	MAR-18-2017	Class 28 (Toys & sporting goods)	Registered

### Star Control 3 Copyright Registrations

Game Title	Claimant	Registration #	Registration Date
Star Control 3	Atari, Inc.	PA 799-000	1/24/97

<b>Star Control Franchise</b>
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Star Control 3
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# **EXHIBIT B**



**Generated on:** This page was generated by TSDR on 2017-12-07 11:40:37 EST

**Mark:** STAR CONTROL

**US Serial Number:** 75095591

**Application Filing Date:** Apr. 29, 1996

**US Registration Number:** 2046036

**Registration Date:** Mar. 18, 1997

**Register:** Principal

**Mark Type:** Trademark

**Status:** The registration has been renewed.

**Status Date:** Jun. 09, 2016

**Publication Date:** Dec. 24, 1996

## Mark Information

**Mark Literal Elements:** STAR CONTROL

**Standard Character Claim:** No

**Mark Drawing Type:** 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

## Goods and Services

**Note:** The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*..\* identify additional (new) wording in the goods/services.

**For:** computer game software, and manuals supplied as a unit therewith

**International Class(es):** 028 - Primary Class

**U.S Class(es):** 022, 023, 038, 050

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Mar. 14, 1989

**Use in Commerce:** Mar. 14, 1989

## Basis Information (Case Level)

**Filed Use:** Yes

**Currently Use:** Yes

**Amended Use:** No

**Filed ITU:** No

**Currently ITU:** No

**Amended ITU:** No

**Filed 44D:** No

**Currently 44D:** No

**Amended 44D:** No

**Filed 44E:** No

**Currently 44E:** No

**Amended 44E:** No

**Filed 66A:** No

**Currently 66A:** No

**Filed No Basis:** No

**Currently No Basis:** No

## Current Owner(s) Information

**Owner Name:** STARDOCK SYSTEMS, INC

**Owner Address:** 15090 BECK ROAD  
PLYMOUTH, MICHIGAN 48170  
UNITED STATES

**Legal Entity Type:** CORPORATION

**State or Country** MICHIGAN  
**Where Organized:**

## Attorney/Correspondence Information

### Attorney of Record

**Attorney Name:** GARY PERLMUTER  
**Attorney Primary Email Address:** [gary@perlmutterlaw.com](mailto:gary@perlmutterlaw.com)  
**Docket Number:** STARDOCK/SC  
**Attorney Email Authorized:** Yes

### Correspondent

**Correspondent Name/Address:** GARY PERLMUTER  
Perlmutter Law, P.C.  
30665 Northwestern Hwy., Ste. 200  
Farmington Hills, MICHIGAN 48334  
UNITED STATES  
**Phone:** 2486269966  
**Fax:** 2488764001  
**Correspondent e-mail:** [gary@perlmutterlaw.com](mailto:gary@perlmutterlaw.com) [gary@gepgloballlc.com](mailto:gary@gepgloballlc.com)  
**Correspondent e-mail Authorized:** Yes

### Domestic Representative - Not Found

## Prosecution History

Date	Description	Proceeding Number
Jun. 09, 2016	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Jun. 09, 2016	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	85321
Jun. 09, 2016	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	85321
Jun. 09, 2016	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	85321
Mar. 23, 2016	TEAS SECTION 8 & 9 RECEIVED	
Mar. 18, 2016	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Mar. 19, 2014	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Sep. 30, 2013	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Sep. 30, 2013	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Aug. 21, 2013	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Nov. 21, 2007	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Oct. 18, 2007	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	75184
Oct. 18, 2007	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Sep. 25, 2007	ASSIGNED TO PARALEGAL	75184
Sep. 18, 2007	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Sep. 18, 2007	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Sep. 18, 2007	TEAS SECTION 8 & 9 RECEIVED	
Sep. 18, 2007	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Sep. 18, 2007	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Dec. 21, 2006	CASE FILE IN TICRS	
Nov. 01, 2006	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Jul. 19, 2006	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Jun. 23, 2003	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Mar. 21, 2003	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Mar. 19, 2003	PAPER RECEIVED	
Mar. 18, 1997	REGISTERED-PRINCIPAL REGISTER	
Dec. 24, 1996	PUBLISHED FOR OPPOSITION	
Nov. 22, 1996	NOTICE OF PUBLICATION	
Oct. 23, 1996	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 22, 1996	ASSIGNED TO EXAMINER	69780

## Maintenance Filings or Post Registration Information

**Affidavit of Continued Use:** Section 8 - Accepted

**Affidavit of Incontestability:** Section 15 - Accepted

**Renewal Date:** Mar. 18, 2017

## TM Staff and Location Information

### TM Staff Information - None

#### File Location

**Current Location:** GENERIC WEB UPDATE

**Date in Location:** Jun. 09, 2016

## Assignment Abstract Of Title Information

### Summary

**Total Assignments:** 11

**Registrant:** Accolade, Inc.

### Assignment 1 of 11

**Conveyance:** AMENDMENT TO SECURITY AGREEMENT

**Reel/Frame:** [1644/0813](#)

**Pages:** 6

**Date Recorded:** Oct. 06, 1997

**Supporting Documents:** No Supporting Documents Available

### Assignor

**Name:** [ACCOLADE, INC.](#)

**Execution Date:** Aug. 14, 1997

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

### Assignee

**Name:** [GREYROCK BUSINESS CREDIT, A DIVISION OF NATIONSCREDIT COMMERCIAL CORPORATION](#)

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

**Address:** 10880 WILSHIRE BLVD., STE 950  
LOS ANGELES, CALIFORNIA 90024

### Correspondent

**Correspondent Name:** BROBECK, PHLEGER, HARRISON LLP

**Correspondent Address:** MS. PATRICIA MARQUEZ  
ONE MARKET  
SPEAR ST. TOWER  
SAN FRANCISCO, CA 94105

### Domestic Representative - Not Found

### Assignment 2 of 11

**Conveyance:** CHANGE OF NAME

**Reel/Frame:** [2630/0884](#)

**Pages:** 4

**Date Recorded:** Nov. 25, 2002

**Supporting Documents:** [assignment-tm-2630-0884.pdf](#)

### Assignor

**Name:** [ACCOLADE, INC.](#)

**Execution Date:** Oct. 21, 1999

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

### Assignee

**Name:** [INFOGRAMES NORTH AMERICA, INC.](#)

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** DELAWARE

**Address:** 5300 STEVENS CREEK BLVD.  
SAN JOSE, CALIFORNIA 95129

### Correspondent

**Correspondent Name:** INFOGRAMES, INC.

**Correspondent Address:** DOREEN SMALL, ESQ.  
417 FIFTH AVENUE  
NY, NY 10016

**Domestic Representative - Not Found**

**Assignment 3 of 11**

**Conveyance:** MERGER

**Reel/Frame:** [2630/0859](#)

**Pages:** 4

**Date Recorded:** Nov. 25, 2002

**Supporting Documents:** [assignment-tm-2630-0859.pdf](#)

**Assignor**

**Name:** [INFOGRAMES NORTH AMERICA, INC.](#)

**Execution Date:** Mar. 07, 2002

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

**Assignee**

**Name:** [INFOGRAMES, INC.](#)

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** DELAWARE

**Address:** 417 FIFTH AVENUE  
NEW YORK, NEW YORK 10016

**Correspondent**

**Correspondent Name:** INFOGRAMES, INC.

**Correspondent Address:** DOREEN SMALL, ESQ.  
417 5TH AVENUE  
NY, NY 10016

**Domestic Representative - Not Found**

**Assignment 4 of 11**

**Conveyance:** SECURITY INTEREST

**Reel/Frame:** [2664/0358](#)

**Pages:** 49

**Date Recorded:** Feb. 05, 2003

**Supporting Documents:** [assignment-tm-2664-0358.pdf](#)

**Assignor**

**Name:** [INFOGRAMES, INC.](#)

**Execution Date:** Nov. 12, 2002

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

**Name:** [ACCOLADE, INC.](#)

**Execution Date:** Nov. 12, 2002

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

**Name:** [ATARI CORPORATION](#)

**Execution Date:** Nov. 12, 2002

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

**Name:** [ATARI GAMES CORPORATION](#)

**Execution Date:** Nov. 12, 2002

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

**Name:** [ATARI INTERACTIVE, INC.](#)

**Execution Date:** Nov. 12, 2002

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

**Name:** [ATARI, INC.](#)

**Execution Date:** Nov. 12, 2002

**Legal Entity Type:** CORPORATION

**State or Country Where Organized:** No Place Where Organized Found

<b>Name:</b> <a href="#">GAMES.COM, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">GT INTERACTIVE SOFTWARE CORP.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">HASBRO INTERACTIVE, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">HUMONGOUS ENTERTAINMENT, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">INFOGRAMES INTERACTIVE, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">INFOGRAMES NORTH AMERICA, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">INFOGRAMES, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">JTS CORPORATION</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">MICROPROSE CALIFORNIA, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">MICROPROSE SOFTWARE, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">MIROSPROSE, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">PARADIGM ENTERTAINMENT, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">REFLECTIONS INTERACTIVE, LTD.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">SHINY ENTERTAINMENT, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">SINGLETRAC ENTERTAINMENT TECHNOLOGIES, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">SPECTRUM HOLOBYTE, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found
<b>Name:</b> <a href="#">WIZARDWARE GROUP, INC.</a>	<b>Execution Date:</b> Nov. 12, 2002
<b>Legal Entity Type:</b> CORPORATION	<b>State or Country Where Organized:</b> No Place Where Organized Found

**Assignee****Name:** [GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT](#)**Legal Entity Type:** CORPORATION**State or Country** NEW YORK  
**Where Organized:****Address:** 335 MADISON AVENUE, 12TH FLOOR  
NEW YORK, NEW YORK 10017**Correspondent****Correspondent Name:** PAUL, HASTINGS, JANOFSKY & WALKER LLP**Correspondent Address:** DONNA J. HUNTER, PARALEGAL  
600 PEACHTREE STREET, N.E.  
SUITE 2400  
ATLANTA, GA 30308-2222**Domestic Representative - Not Found****Assignment 5 of 11****Conveyance:** CHANGE OF NAME**Reel/Frame:** [3420/0045](#)**Pages:** 6**Date Recorded:** Nov. 01, 2006**Supporting Documents:** [assignment-tm-3420-0045.pdf](#)**Assignor****Name:** [INFOGRAMES, INC.](#)**Execution Date:** Apr. 30, 2003**Legal Entity Type:** CORPORATION**State or Country** No Place Where Organized Found  
**Where Organized:****Assignee****Name:** [ATARI, INC.](#)**Legal Entity Type:** CORPORATION**State or Country** DELAWARE  
**Where Organized:****Address:** 417 FIFTH AVENUE  
NEW YORK, NEW YORK 10016**Correspondent****Correspondent Name:** KRISTEN J. KELLER**Correspondent Address:** 417 FIFTH AVENUE  
NEW YORK, NY 10016**Domestic Representative - Not Found****Assignment 6 of 11****Conveyance:** SECURITY INTEREST**Reel/Frame:** [3236/0893](#)**Pages:** 8**Date Recorded:** May 23, 2005**Supporting Documents:** [assignment-tm-3236-0893.pdf](#)**Assignor****Name:** [ATARI, INC.](#)**Execution Date:** May 13, 2005**Legal Entity Type:** CORPORATION**State or Country** DELAWARE  
**Where Organized:****Assignee****Name:** [HSBC BUSINESS CREDIT \(USA\) INC.](#)**Legal Entity Type:** CORPORATION**State or Country** DELAWARE  
**Where Organized:****Address:** 452 FIFTH AVENUE  
NEW YORK, NEW YORK 10018**Correspondent****Correspondent Name:** ZEV BOMRIND**Correspondent Address:** KRONISH LIEB WEINER & EHLLMAN LLP  
1114 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

## Domestic Representative - Not Found

## Assignment 7 of 11

Conveyance: RELEASE OF SECURITY LIEN

Reel/Frame: [3350/0463](#)

Pages: 7

Date Recorded: Jul. 18, 2006

Supporting Documents: [assignment-tm-3350-0463.pdf](#)

## Assignor

Name: [GENERAL ELECTRIC CAPITAL CORPORATION](#)

Execution Date: May 31, 2005

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

## Assignee

Name: [ATARI, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 417 FIFTH AVENUE  
NEW YORK, NEW YORK 10016

## Correspondent

Correspondent Name: ATARI, INC., C/O KRISTEN J. KELLER

Correspondent Address: 417 FIFTH AVENUE  
NEW YORK, NY 10016

## Domestic Representative - Not Found

## Assignment 8 of 11

Conveyance: SECURITY INTEREST

Reel/Frame: [3288/0891](#)

Pages: 5

Date Recorded: Apr. 13, 2006

Supporting Documents: [assignment-tm-3288-0891.pdf](#)

## Assignor

Name: [HSBC BUSINESS CREDIT \(USA\) INC.](#)

Execution Date: Apr. 05, 2006

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

## Assignee

Name: [ATARI, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 417 FIFTH AVENUE  
NEW YORK, NEW YORK 10016

## Correspondent

Correspondent Name: KRISTEN J. KELLER C/O ATARI, INC.

Correspondent Address: 417 FIFTH AVENUE  
NEW YORK, NY 10016

## Domestic Representative - Not Found

## Assignment 9 of 11

Conveyance: SECURITY INTEREST

Reel/Frame: [3422/0480](#)

Pages: 7

Date Recorded: Nov. 06, 2006

Supporting Documents: [assignment-tm-3422-0480.pdf](#)

## Assignor

Name: [ATARI, INC.](#)

Execution Date: Nov. 03, 2006

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

**Assignee**

**Name:** [GUGGENHEIM CORPORATE FUNDING, LLC](#)  
**Legal Entity Type:** LIMITED LIABILITY COMPANY  
**State or Country Where Organized:** DELAWARE  
**Address:** 135 EAST 57TH STREET, 7TH FLOOR  
 NEW YORK, NEW YORK 10022

**Correspondent**

**Correspondent Name:** DUSAN CLARK, ESQ.  
**Correspondent Address:** SIDLEY AUSTIN LLP  
 717 N. HARWOOD ST., SUITE 3400  
 DALLAS, TX 75201

**Domestic Representative - Not Found****Assignment 10 of 11**

**Conveyance:** ASSIGNMENT OF SECURITY INTEREST  
**Reel/Frame:** [3663/0794](#) **Pages:** 8  
**Date Recorded:** Nov. 16, 2007  
**Supporting Documents:** [assignment-tm-3663-0794.pdf](#)

**Assignor**

**Name:** [GUGGENHEIM CORPORATE FUNDING, LLC](#)  
**Legal Entity Type:** LIMITED LIABILITY COMPANY  
**Execution Date:** Oct. 23, 2007  
**State or Country Where Organized:** DELAWARE

**Assignee**

**Name:** [BLUEBAY HIGH YIELD INVESTMENTS \(LUXEMBOURG\) S.A.R.L.](#)  
**Legal Entity Type:** LIMITED LIABILITY COMPANY  
**State or Country Where Organized:** LUXEMBOURG  
**Address:** C/O BLUEBAY ASSET MANAGEMENT  
 TIMES PLACE, 45 PALL MALL  
 LONDON, UNITED KINGDOM SW1Y 5JG

**Correspondent**

**Correspondent Name:** MATTHEW BART  
**Correspondent Address:** WHITE & CASE LLP  
 1155 AVENUE OF THE AMERICAS  
 NEW YORK, NY 10036

**Domestic Representative - Not Found****Assignment 11 of 11**

**Conveyance:** ASSIGNS THE ENTIRE INTEREST  
**Reel/Frame:** [5089/0541](#) **Pages:** 23  
**Date Recorded:** Aug. 12, 2013  
**Supporting Documents:** [assignment-tm-5089-0541.pdf](#)

**Assignor**

**Name:** [ATARI, INC.](#)  
**Legal Entity Type:** CORPORATION  
**Execution Date:** Aug. 09, 2013  
**State or Country Where Organized:** DELAWARE

**Assignee**

**Name:** [STARDOCK SYSTEMS, INC](#)  
**Legal Entity Type:** CORPORATION  
**State or Country Where Organized:** MICHIGAN  
**Address:** 15090 BECK ROAD  
 PLYMOUTH, MICHIGAN 48170

**Correspondent**

**Correspondent Name:** GARY PERLMUTER  
**Correspondent Address:** 32000 NORTHWESTERN HWY.



**Address:** STE. 275  
FARMINGTON HILLS, MI 48334

**Domestic Representative - Not Found**

**Int. Cl.: 28**

**Prior U.S. Cls.: 22, 23, 38 and 50**

**Reg. No. 2,046,036**

**United States Patent and Trademark Office**

**Registered Mar. 18, 1997**

**TRADEMARK  
PRINCIPAL REGISTER**

**STAR CONTROL**

ACCOLADE, INC. (CALIFORNIA CORPORATION)  
5300 STEVENS CREEK BLVD.  
SAN JOSE, CA 95129

WITH, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).  
FIRST USE 3-14-1989; IN COMMERCE 3-14-1989.

FOR: COMPUTER GAME SOFTWARE, AND  
MANUALS SUPPLIED AS A UNIT THERE-

SER. NO. 75-095,591, FILED 4-29-1996.

JEFFREY SMITH, EXAMINING ATTORNEY

# **EXHIBIT C**

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3514  
www.uspto.gov

REGISTRATION NO: 2046036 SERIAL NO: 75/095591 MAILING DATE: 06/23/2003  
REGISTRATION DATE: 03/18/1997  
MARK: STAR CONTROL  
REGISTRATION OWNER: INFOGRAMES, INC.

**CORRESPONDENCE ADDRESS:**

DOREEN SMALL  
INFOGRAMES, INC.  
417 FIFTH AVENUE  
NEW YORK, NY 10016

**NOTICE OF ACCEPTANCE**

15 U.S.C. Sec. 1058(a)(1)

THE COMBINED AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

**ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.**

\*\*\*\*\*

**NOTICE OF ACKNOWLEDGEMENT**

15 U.S.C. Sec. 1065

THE AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 15 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1065.

**ACCORDINGLY, THE SECTION 15 AFFIDAVIT IS ACKNOWLEDGED.**

\*\*\*\*\*

**THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):**  
028.

HARPER, BARBARA A  
PARALEGAL SPECIALIST  
POST-REGISTRATION DIVISION  
(703)308-9500

**PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR INFORMATION  
CONCERNING REQUIREMENTS FOR MAINTAINING THIS REGISTRATION**  
ORIGINAL

**REQUIREMENTS FOR MAINTAINING A FEDERAL TRADEMARK REGISTRATION**

**I) SECTION 8: AFFIDAVIT OF CONTINUED USE**

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. Sec. 1058, at the end of each successive 10-year period following the date of registration.

**Failure to file the Section 8 Affidavit will result in the cancellation of the registration.**

**II) SECTION 9: APPLICATION FOR RENEWAL**

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. Sec. 1059, at the end of each successive 10-year period following the date of registration.

**Failure to file the Application for Renewal will result in the expiration of the registration.**

**NO FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS WILL BE SENT TO THE REGISTRANT BY THE PATENT AND TRADEMARK OFFICE. IT IS RECOMMENDED THAT THE REGISTRANT CONTACT THE PATENT AND TRADEMARK OFFICE APPROXIMATELY ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.**

# **EXHIBIT D**



## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Karen Leigh Clayett*

Acting United States Register of Copyrights and Director

## FORM PA

For a Work of the Performing Arts  
UNITED STATES COPYRIGHT OFFICE

PA 799-000



EFFECTIVE DATE OF REGISTRATION

1 24 1997

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

STAR CONTROL 3

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

VIDEO GAME INCLUDING AUDIO VISUAL MATERIALS, COMPUTER PROGRAM, TEXT AND GRAPHICS OF ACCOMPANYING MATERIALS AND MUSICAL SCORE.

2

NAME OF AUTHOR ▼

a ACCOLADE, INC.

Was this contribution to the work a "work made for hire"? ☒ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ► Domiciled in ► USA

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NOTE

Under the law, the "author" of 1

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

AUDIO VISUAL MATERIALS, COMPUTER PROGRAM, MUSIC, INSTRUCTIONAL MATERIALS

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ► Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ► Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

death blank.

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 1996

This information must be given in all cases. Year

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published. Month Day Year

09

16

96

USA

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼

ACCOLADE, INC.  
5300 STEVENS CREEK BLVD  
SAN JOSE, CA 95129

APPLICATION RECEIVED

JAN 24 1997

JUL 09 1997

ONE DEPOSIT RECEIVED

JUL 09 1997

TWO DEPOSITS RECEIVED

JAN 24 1997

FUNDS RECEIVED

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page  
• See detailed instructions

• Sign the form at line 8

DO NOT WRITE HERE

2



Copyright Office fees are subject to change. For current fees, check the Copyright Office website at [www.copyright.gov](http://www.copyright.gov), write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).



# Form DCS (Document Cover Sheet)

For Recordation of Documents under 17 U.S.C. § 205

UNITED STATES COPYRIGHT OFFICE

**Privacy Act Notice:** Sections 205 and 705 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for recordation. By providing this information, you are agreeing to routine uses of the information that include publication to give legal notice of your recordation pursuant to 17 U.S.C. §§ 205 and 705. The information will appear in the Office's online Public Catalog. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Volume \_\_\_\_\_ Document \_\_\_\_\_

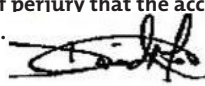
Volume \_\_\_\_\_ Document \_\_\_\_\_

Date of recordation M \_\_\_\_\_ D \_\_\_\_\_ Y \_\_\_\_\_  
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying original document or its properly certified copy.

<b>1</b>	First party name given in the document	Atari, Inc.
<b>2</b>	First title given in the document	(IMPORTANT: Please read instruction for this and other spaces.) Star Control 3
<b>3</b>	Total number of titles in the document	1
<b>4</b>	Return receipt requested	<input checked="" type="checkbox"/> If checked, please enclose a self-addressed postage-paid envelope.
<b>5</b>	Electronic title list enclosed	<input type="checkbox"/> If checked, please enclose an acceptable digital storage medium containing a properly formatted title list.
<b>6</b>	Amount of fee calculated	\$105
<b>7</b>	Fee enclosed	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Money order <input type="checkbox"/> Fee authorized to be charged to Copyright Office deposit account Deposit account number _____ Deposit account name _____
<b>8</b>	Completeness of document	<input checked="" type="checkbox"/> All attachments referenced in this document are included. <input type="checkbox"/> One or more attachments referenced in this document is missing but (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.
<b>9</b>	Certification of photocopied documents	Complete this certification if a photocopy of the original signed document is being submitted instead of the document bearing the actual original signature. <b>NOTE:</b> This space may not be used for documents that require an official certification. I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.  Signature _____ Date <b>November 1, 2017</b> Duly authorized agent of <b>Stardock Systems, Inc.</b> Name <b>David L. May, Nixon Peabody LLP</b> Number/street <b>799 9th Street, NW</b> Apt/suite <b>500</b> City <b>Washington</b> State <b>DC</b> Zip <b>20001</b> Phone number <b>(202) 585-8000</b> Fax number <b>(202) 585-8080</b> Email <b>nptm@nixonpeabody.com</b>
<b>10</b>	Return to	

SEND TO: Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL OF THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; (3) your document; (4) if a return receipt is requested, a self-addressed postage-paid envelope; (5) if enclosing an electronic title list, an acceptable digital storage medium containing a title list in the prescribed format.



**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of the Closing Date, as defined in the Purchase Agreement, by and among Atari, Inc., a Delaware corporation, Atari Interactive, Inc., a Delaware corporation, Humongous, Inc., a Delaware corporation, and California U.S. Holdings, Inc., a California corporation (collectively, the “**Assignors**”) and Stardock Systems, Inc. (“**Assignee**”). Each capitalized term used and not otherwise defined herein has the meaning given to such term in the Purchase Agreement, dated as of July 18, 2013 (the “**Purchase Agreement**”), by and among Assignors and Assignee.

WHEREAS, the Assignors hold certain right, title and interest in and to the Intellectual Property set forth in Schedule 1 attached hereto (“**Assigned Intellectual Property**”);

WHEREAS, pursuant to the Approval Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, the Assignor shall sell, convey, transfer, assign and deliver the Assigned Intellectual Property to Assignee; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the Assigned Intellectual Property, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignors hereby convey, transfer, assign and deliver (collectively, the “**Assignment**”) to Assignee all of Assignors’ right, title and interest in and to the Assigned Intellectual Property and any and all goodwill symbolized thereby (as applicable), as set forth on Schedule 1 attached hereto.

2. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee.

3. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Assignors and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

4. No Representations. The Assignors and Assignee acknowledge that, other than as expressly provided herein, neither the Assignor nor the Assignee makes any representation or warranty whatsoever, express or implied.

5. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or

to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

8. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the period from the date hereof until the date on which Assignees' Chapter 11 Case is closed or dismissed (the "**Bankruptcy Period**"), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the Southern District of New York or any state court of the State of New York. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10.01 of the Purchase Agreement shall be deemed effective service of process on such party.


10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Closing Date.

**ASSIGNORS:**

ATARI, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


ATARI INTERACTIVE, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HUMUNGOUS, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

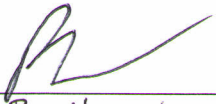
CALIFORNIA U.S. HOLDINGS, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed as of the Closing Date:

**ASSIGNEE:**

STARDOCK SYSTEMS, INC.

By:   
Name: Bradley Wardell  
Title: President / CEO

Schedule 1.01(a)

List of Intellectual Property

*See Attached*

### Star Control 3 Copyright Registrations

Game Title	Claimant	Registration #	Registration Date
Star Control 3	Atari, Inc.	PA 799-000	1/24/97

# **EXHIBIT E**

**On Wed, Oct 16, 2013 at 3:13 PM, Paul Reiche <paulreiche@yahoo.com> wrote:**

Hi Brad,

As always, sorry for the tardy response. One question Fred and I have -- what are the total Star Control rights and assets you acquired from Atari?

Thanks,

- Paul

**On Wed, Oct 16, 2013 at 4:05 PM, Brad Wardell <brad@stardock.com> wrote:**

Hi Paul,

What we received was the trademark and all of Accolade's publishing rights for the original trilogy (i.e. the ability to sell, distribute, market and promote) plus all code and assets for Star Control 3.

Brad

**On Oct 22, 2013, at 5:55 PM, Paul Reiche <paulreiche@yahoo.com> wrote:**

Hi Brad,

What was your cost on the trademark and publishing rights to SC1-3?

Thanks,

- Paul

**On Friday, October 25, 2013 7:39 PM, Brad Wardell <draginol@gmail.com> wrote:**

Hi guys,

Just wanted to check in to make sure you received my email. Our cost to acquire the Star Control IP was between \$300k and \$400k.

It's looking like we're about to pass the point of no return (beginning to hire up for development). That said, even if you aren't looking to acquire the Star Control IP we can work with you in whatever capacity you'd like to help promote the Ur-Quan continuity in a future game.

Cheers,

B



**From:** Paul Reiche [mailto:paulreiche@yahoo.com]

**Sent:** Tuesday, October 29, 2013 6:50 PM

**To:** Brad Wardell

**Cc:** Brad Wardell; Fred Ford; Derek Paxton

**Subject:** Re: Star Control Plans

Hi Brad,

I've talked with Fred and I am afraid at this time we aren't interested in the Star Control assets you purchased from Atari. Thanks for the offer though.

- Paul

# **EXHIBIT F**

---

[Our Story](#) [Press Room](#) [Management](#) [Images](#) [Careers](#) [Contact Us](#)

---

## Stardock Announces Star Control: Origins

Article posted on 10/18/2016

**October 18, 2016 – Plymouth Michigan** - Stardock announced Star Control: Origins today. Star Control: Origins is a sci-fi action/adventure game with many RPG elements set in the future where the player is the captain of Earth's first interstellar starship that explores a procedurally created galaxy, makes contact with various alien races, explores unique worlds, and engages in action packed battles, all while trying to unravel the complex intrigue that has the galaxy on the brink of chaos.

"We Earthlings are the newcomers to the galactic scene," said Brad Wardell, Executive Producer. "The dozen plus space-faring species have been hatching their schemes since before we got out of trees. Now, suddenly, they have to deal with those meddling apes from Sol 3 who threaten to upset the plot."

The game starts in the year 2086 with the unaware humans receiving a distress call from an alien ship that has crashed on the moon of Triton, leading to the formation of Star Control, an international space agency dedicated to protecting the Earth. The player takes on the role of The Captain of Earth's first interstellar ship whose first mission is to investigate the distress signal.

Star Control: Origins represents a new start for the beloved franchise. Stardock acquired the rights to Star Control 1/2/3 from Atari and since then has launched a new game studio in Towson Maryland specifically to create the new Star Control title. The classic series is available for sale on Stardock's newly launched StarControl.com website with players also able to pre-order Star Control: Origins and join the Founder's Program.

"Star Control is ultimately about us Earthlings exploring the galaxy, finding and talking to strange alien civilizations, and hopefully living to tell the tale," said Wardell. "We are hopeful those who remember the original trilogy will like the direction we're taking here while at the same time introducing a whole new generation to the awesomeness of a game that combined action, adventure, and roleplaying in a sci-fi game simultaneously."

Star Control: Origins is scheduled for release on PC and consoles with the PC release scheduled for 2017.

Players interested in joining the Founder's program for \$35 will gain access to the upcoming beta program as well as access to the Founder's Vault, mod tools, private journals and more.

Visit [www.starcontrol.com](http://www.starcontrol.com) to join or get more details.

### Screenshots:



### Share this article



### Recent articles

Long-Time Microsoft Veteran Kevin Unangst joins Stardock's Executive Team - 12/6/2017

Star Control: Origins Fleet Battle Beta Begins Today - 11/16/2017

Stardock has a New "Killer" App: Groupy - Organize Your Windows Together - 11/14/2017

v2.6 for Ashes of the Singularity: Escalation is Now Available - 11/2/2017

Midweek Madness: Save up to 70% on Galactic Civilizations III: Gold - 10/24/2017

Star Control: Origins Pre-Orders Begin Today - 10/19/2017

v2.6 for Galactic Civilizations III and the Crusade Expansion is Now Available - 10/12/2017

Conspicuous Consumption DLC for Offworld Trading Company is Now Available - 10/9/2017

Why Space? - 10/5/2017

Ashes of the Singularity: Escalation Free Juggernaut DLC and v2.5 Update Now Available - 9/14/2017

Enormous v2.5 Update for Galactic Civilizations III and Crusade Expansion Releases Today - 9/12/2017

[RETURN TO PRESS ROOM ►](#)

# **EXHIBIT G**

## Star Control: Origins Fleet Battle Beta Begins Today

Published on Thursday, November 16, 2017 By Island Dog In Press Releases (Star Control)

Star Control: Origins is a **science-fiction adventure** game set in an open universe that puts the player as the captain of Earth's first interstellar vessel on a mission to find allies to help save humanity from certain annihilation. The new beta unlocks the **Fleet Battles** feature, where you'll assemble ships in a fleet and **engage in battle** with fleets controlled by either the computer, humans via the Internet, or even friends sitting at the same PC. Learn more [here](#).

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### Active Discussions

- ▶ Galactic Civilization III v2.7 Patch (opt-in 12/7)
- ▶ Forum update: November 2017
- ▶ Holiday themed ships and weapons
- ▶ Stardock response to Paul and Fred
- ▶ Microsoft veteran Kevin Unangst Joins Stardock Executive Team

### Featured Event



Strategy Visions Series: New Episode

### New Events

- ▶ [a]listdaily: New Stardock VP Kevin Unangst To Focus On Broadening Brand's Reach
- ▶ Destructoid: Checking out the battle system of Star Control: Origins
- ▶ Hardcore Gamer: Fleet Battles Beta is a Good Start Towards the Return of Star Control: Origins
- ▶ Strategy Visions Series: New Episode
- ▶ DGA Plays: Star Control: Origins

### Categories

▶ [Index of the Singularity](#)

- ▶ [Elemental Series](#)
- ▶ [Events](#)
- ▶ [Galactic Civilizations III](#)
- ▶ [Galactic Civilizations Series](#)
- ▶ [GalCiv III Dev Journals](#)
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- ▶ [Offworld Trading Company](#)
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- ▶ [Sins of a Solar Empire](#)
- ▶ [Sorcerer King](#)
- ▶ [Sorcerer King Dev Journals](#)
- ▶ [Star Control](#)
- ▶ [Stardock Journals](#)

## Twitch.tv Broadcast

A purple rectangular banner with a white Twitch logo icon on the left and the word "OFFLINE" in white capital letters on the right.

## Polls

Which of these is your favorite RTS of all time?

- ☐ [Starcraft](#)
- ☐ [Supreme Commander](#)
- ☐ [Total Annihilation](#)
- ☐ [Company of Heroes](#)
- ☐ [Command & Conquer](#)

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**AListDaily**  
[@alistdaily](#)

New [@Stardock](#) VP Kevin Unangst To  
Focus On Broadening Brand's Reach:  
[bit.ly/2ABRMWP](http://bit.ly/2ABRMWP)



18h

Stardock Retweeted

Object Desktop	Star Control
Corporate Solutions	Ashes of the Singularity: Escalation
Start10	Galactic Civilizations III
Fences	Offworld Trading Company
DeskScapes	Sins of a Solar Empire: Rebellion
Multiplicity	Sorcerer King: Rivals
ObjectDock	The Political Machine
COMPANY	SUPPORT
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Management Team	Create an Account
Careers	Product Keys
Press Room	Reset Password
Store	Update Account Info
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# **EXHIBIT H**





## CREATORS OF STAR CONTROL II - THE UR- QUAN MASTERS

UPDATES FROM FRED FORD AND PAUL REICHE III

# LAUNCH FIGHTERS!

OCTOBER 09, 2017

It was almost exactly 25 years ago that we released *Star Control II*® -- *The Ur-Quan Masters* for DOS PCs. We poured our hearts into the game, blending our love for classic science fiction, *Spacewar!*-style action gameplay and our own quirky sense of humor. We had tons of help from many talented friends and collaborators, but even so getting the game across the finish line was a herculean effort -- both the exciting,



hydra-fighting kind, as well as the exhausting stable-cleaning kind. Pretty much ever since then, fans have been politely asking us to create a sequel, sometimes begging for a sequel, even threatening us if we *don't* make a sequel. Our answer was always, "We *really* want to do this, we just need to wait until the time is right" -- kind of like Cthulhu awakening, but less end-of-the-worldy. Well, the stars have finally aligned -- we are now working on a direct sequel to *Star Control II*® -- *The Ur-Quan Masters*, called *Ghosts of the Precursors*™.

This is a passion project for us and we have committed to dedicating some of our own time to creating a true sequel. We are early, *early* in development, but rest assured, the game will include genuine Ur-Quan, Precursors, Super-Melee, Umgah, VUX, Supox, THE ULTRON!, Druuge, Arilou Lalee'lay, Orz, Androsynth, Rainbow Worlds, Ilwrath, Syreen, Mmrnmhrm, Yehat, Shofixti, Spathi (including the ever-terrified Fwiffo), Umgah, Melmorme, Chmmr, Earthlings, Mycon, THE MARK III!, Slylandro, Utwig, Thraddash, Zoq-Fot-Pik, VUX Beast, Pkunk, the Keel-Verezy, and of course all new alien races to discover, befriend ...and/or be annigilate... I mean annihigate.. Damn! Well, you get the idea.

♥ 403 LIKES    ↗ SHARE



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# **EXHIBIT I**



**Fred and Paul** @Dogar\_And\_Kazon · Oct 11

Star Control 2 Is Getting A Sequel, 25 Years Later | Kotaku Australia (via @KotakuAU)



### Star Control 2 Is Getting A Sequel, 25 Years Later

There were plenty of gamers who weren't even born when Star Control 2: The Ur-Quan Masters launched 25 years ago. But to mark the game's

[kotaku.com.au](http://kotaku.com.au)



1



10



31







**Fred and Paul** @Dogar\_And\_Kazon · Oct 10



25 years later, Star Control 2 is getting a direct sequel



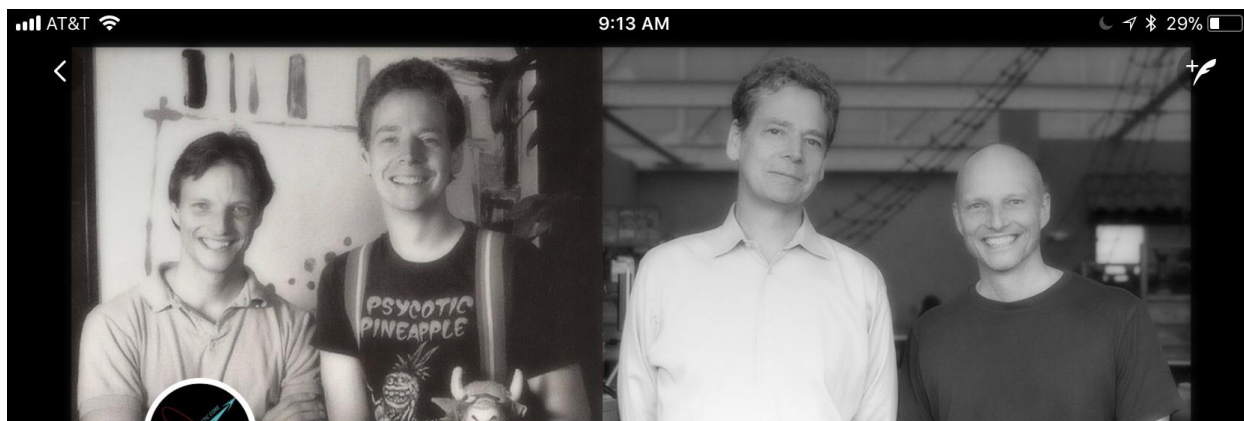
**25 years later, Star Control 2 is getting a direct sequel**

The original creators return for Ghosts of the Precursors.

[pcgamer.com](http://pcgamer.com)



# **EXHIBIT J**



## Fred and Paul

@Dogar\_And\_Kazon

Creators of Star Control II - The Ur-Quan Masters. Founders of Toys For Bob. [#starcontrol](#) [#ghostsoftheprecursors](#)



# **EXHIBIT K**



**Fred and Paul** @Dogar\_And\_Kazon · Oct 10



25 years later, Star Control 2 is getting a direct sequel



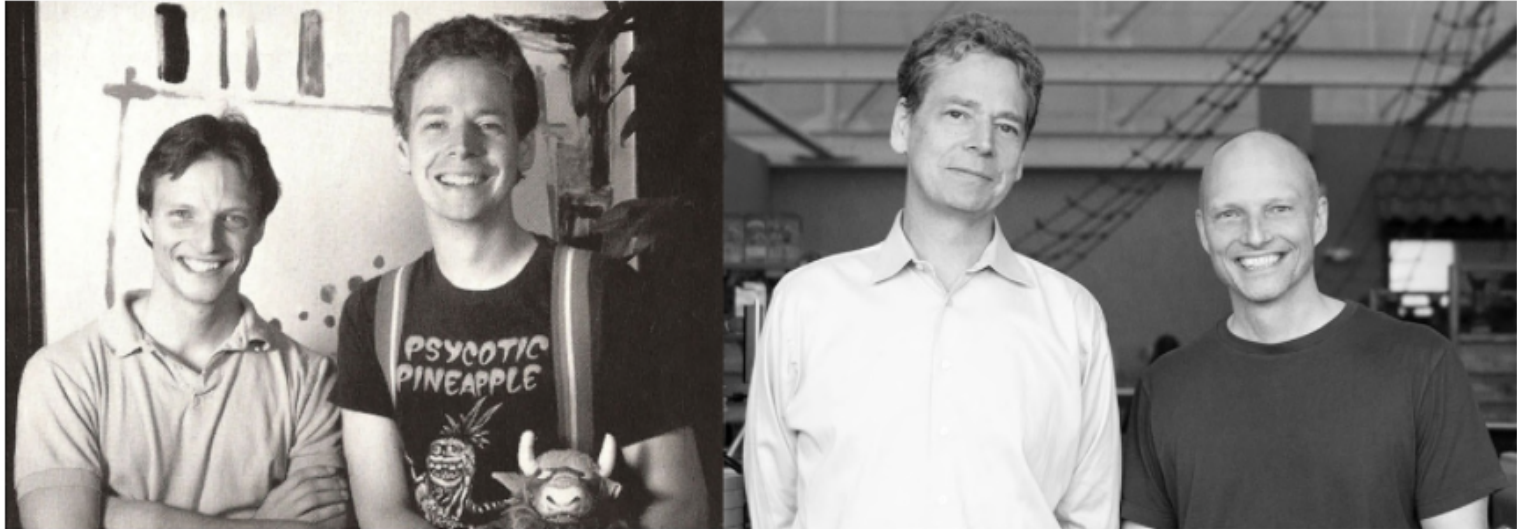
**25 years later, Star Control 2 is getting a direct sequel**

The original creators return for Ghosts of the Precursors.

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# **EXHIBIT L**



CREATORS OF STAR CONTROL® II

UPDATES FROM FRED FORD AND PAUL REICHE III

# Fred and Paul

@Dogar\_And\_Kazon

Creators of Star Control® II - The Ur-Quan Masters. Founders of Toys For Bob.  
#urquanmasters #ghostsoftheprecursors

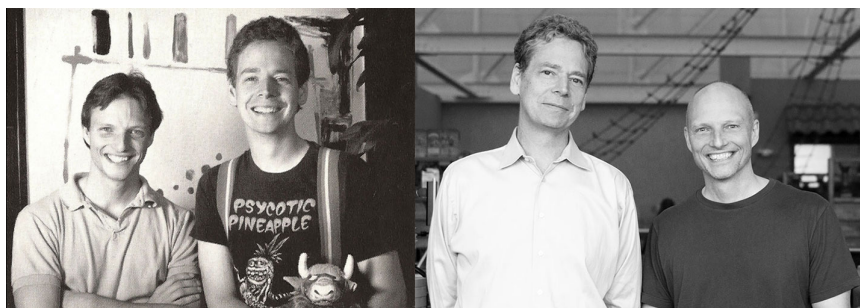
📍 Novato, CA

🔗 [dogarandkazon.squarespace.com](http://dogarandkazon.squarespace.com)

📅 Joined October 2017

# **EXHIBIT M**





CREATORS OF STAR CONTROL® II

UPDATES FROM FRED FORD AND PAUL REICHE III



**Star Control® I, II and III aren't for sale on  
GOG.com anymore -- How come?**

DECEMBER 04, 2017

## **We've decided to stop selling our old games, because:**

1. We think it's necessary to 'clear the decks' to help resolve our definitely-not-harmonious, until-recently-private, months-long conflict with Brad Wardell and his lawyers at Stardock.
2. The Ur-Quan Masters HD Project is a free, vastly superior experience. Did we mention it's free? Fans have been dedicated to improving UQM for 15 years and it is awesome! Hopefully Star Control I and III will also become available for free in the near future.

## **Why was it okay to sell the games on GoG, but not on Steam or elsewhere?**

The simple answer is because we have had our own direct distribution agreement with GOG since 2011 and no agreement with Stardock or Steam or anyone else. If you're into details, here goes:

- In April 2011, we learned that Star Control I, II and III had been re-published on Good Old Games (GOG) — a big surprise since the games hadn't been sold for years and no one had contacted us for permission to do so.
- We reached out to GOG who said our games had been offered to them by Atari as part of a large batch of older Atari products. We then contacted Atari to let them know that we were the original authors and owners of the copyright to the games *and* that we had not given permission for them to republish our work. Atari checked with its lawyers and wrote back confirming our claims, apologizing to everyone for the mistake and informing GOG to remove the games from sale and pay any royalties earned to us.
- Instead we suggested a way that GOG could continue to sell our games. GOG signed separate, independent contracts with: Atari to license the Star Control trademark, and us to license the rights to the games themselves. GOG has been selling the games and paying us directly ever since.
- In October of this year, history repeated itself when Stardock began selling our games on Steam and elsewhere (even bundled with theirs), again *without* getting our permission. This time we couldn't come to an agreement, so we asked that Stardock stop bundling and selling the games. They refused, so



we've decided to end our 2011 distribution agreement with GOG as a first step to having the games pulled down.

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**Star Control** is a registered trademark of Stardock Systems, Inc

# **EXHIBIT N**

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Tacticular Cancer: We'll have your balls

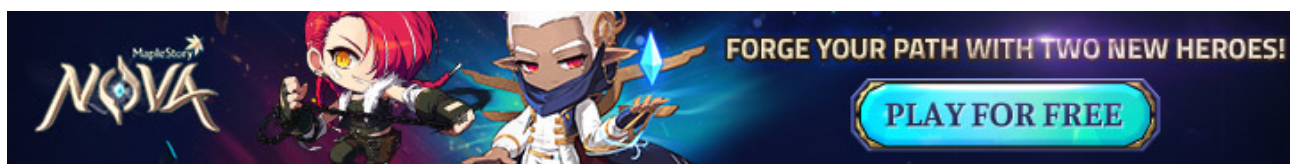
Home Forums Gaming Discussion **General Gaming**

Welcome to **rpgcodex.net**, a site dedicated to discussing computer based role-playing games in a free and open fashion. We're less strict than other forums, but please [refer to the rules](#).

**"This message is awaiting moderator approval":** All new users must pass through our moderation queue before they will be able to post normally. Until your account has "passed" your posts will only be visible to yourself (and moderators) until they are approved. Give us a week to get around to approving / deleting / ignoring your mundane opinion on crap before hassling us about it. Once you have passed the moderation period (think of it as a test), you will be able to post normally, just like all the other retards.

## Star Control: Ghosts of the Precursors - sequel from original creators!

Discussion in 'General Gaming' started by MRY, Oct 10, 2017.



Page 1 of 2 1 2 Next >

**MRY**

gender: ♀  
Wormwood Studios  
**DEVELOPER**



Joined: Aug 15, 2012  
Parrots: 3,079  
Location: California

Oct 10, 2017 Stats Ignoring

#1

[https://dogarandkazon.squarespace.co  
m/](https://dogarandkazon.squarespace.com/)

### LAUNCH FIGHTERS!

It was almost exactly 25 years ago that we released *Star Control II®* -- *The Ur-Quan Masters* for DOS PCs. We poured our hearts into the game, blending our love for classic science fiction, *Spacewar!*-style action gameplay and our own quirky sense of humor. We had tons of help from many talented friends and collaborators, but even so getting the game across the finish line was a herculean effort -- both the exciting, hydra-fighting

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kind, as well as the exhausting stable-cleaning kind. Pretty much ever since then, fans have been politely asking us to create a sequel, sometimes begging for a sequel, even threatening us if we *don't* make a sequel. Our answer was always, "We *really* want to do this, we just need to wait until the time is right" -- kind of like Cthulhu awakening, but less end-of-the-worldy. Well, the stars have finally aligned -- we are now working on a direct sequel to *Star Control II*® -- *The Ur-Quan Masters*, called *Ghosts of the Precursors*™.



This is a passion project for us and we have committed to dedicating some of our own time to creating a true sequel. We are early, *early* in development, but rest assured, the game will include genuine Ur-Quan, Precursors, Super-Melee, Umgah, VUX, Supox, THE ULTRON!, Druuge, Arilou Lalee'lay, Orz, Androsynth, Rainbow Worlds, Ilwrath, Syreen, Mmrnmhrm, Yehat, Shofixti, Spathi (including the ever-terrified Fwiffo), Umgah, Melmorme, Chmmr, Earthlings, Mycon, THE MARK II!, Slylandro, Utwig, Thraddash, Zoq-Fot-Pik, VUX Beast, Pkunk, the Keel-Verezy, and of course all new alien races to discover, befriend ...and/or be annihilate... I mean annihilate.. Damn! Well, you get the idea.

O.O

Like a valiant but bumbling soldier whose corpse becomes the stepladder for a hero, *The Long Journey Home* has done the work the gods set for it.

Last edited by a moderator: Oct 10, 2017

Wormwood Studios

 x 12    x 5    x 2    x 1    x 1    x 1    x 1    x 1    x 1    x 1

[^ Top](#)

**Poos**

gender: ♀  
Arcane

Oct 10, 2017   Stats   Ignoring

#3

stardock huh



Joined: Oct 5, 2014  
Parrots: 2,269  
Location: New Zealand

probably going to be burned at the stake here but i absolutely love sins of a solar empire so cautiously optimistic



Old x 1

[^ Top](#)

**MRY**

 gender: ♂  
Wormwood Studios  
~~DEVELOPER~~



Joined: Aug 15, 2012  
Parrots: 3,079  
Location: California

Oct 10, 2017 Stats Ignoring

#4

No, Stardock has their own game (old news) that's nearly done. This is separate.

Wormwood Studios

Agree x 1



Yes x 1



Informative x 1

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# **EXHIBIT O**



Star Control 2: The Ur-Quan Masters on direct sequel to Star Control 2

Polygon - Oct 10, 2017

Fred Ford and Paul Reiche III, the designers of the first two **Star Control** games, say they're working on a new title that they describe as a direct **sequel** to **Star Control 2: The Ur-Quan Masters**. Their new game is titled **Ghosts of the Precursors** and is described as "early, early in development." It's been 25 ...

25 years later, **Star Control 2** is getting a direct **sequel**

PC Gamer - Oct 10, 2017

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**Star Control II** developers working on 'direct sequel' 25 years later

VentureBeat - Oct 9, 2017

The brains behind **Star Control II** are resurrecting the series a quarter of a century after the last real entry in the sci-fi series. Creators Fred Ford and Paul Reiche III announced today that they are coming back to do a legitimate **sequel**. The project doesn't have a release date, platform, or pricing info yet, but it ...

25 years later, **Star Control II**'s creators are making a direct **sequel**

Critical Hit - Oct 10, 2017

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**Star Control II** devs unite for a 'passion project' **sequel**

Gamasutra - Oct 11, 2017

Toys for Bob cofounders Fred Ford and Paul Reiche III announced this week that they've begun working on a **sequel** to the 1992 space adventure game **Star Control II** called **Ghosts of the Precursors**. This is a big deal because the pair were the original designers of **Star Control** and **Star Control II**, before ...



**Star Control 2** Is Getting A Sequel, 25 Years Later

Kotaku Australia - Oct 10, 2017

There were plenty of gamers who weren't even born when **Star Control 2: The Ur-Quan Masters** launched 25 years ago. But to mark the game's anniversary, two of the original developers have announced they'll be making a direct **sequel**. Paul Reiche III and Fred Ford, creators of the original **Star Control** ...



It's a good time to be a fan of **Star Control**

Destructoid - Oct 20, 2017

If you missed it, the original creators of **Star Control II** – Fred Ford and Paul Reiche III, whose studio Toys for Bob has understandably kept busy with the **Skylanders** franchise in recent years – have drawn up plans and gotten approval for a "direct **sequel**" to the 1992 sci-fi game. This new project, **Ghosts of** ...

Stay up to date on results for **Star Control sequel Reiche**.

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